

INFORMATION SHEET FOR NEW SCHOOL FOOD AUTHORITIES

Name of school/organization:	
Contact person:	Title:
Address:	
Phone:	
SFA Information	
Program(s) you plan to participate in:	LEA# (if already have):
Breakfast <input type="checkbox"/>	Type of SFA: Public School <input type="checkbox"/> Private School <input type="checkbox"/> RCCI <input type="checkbox"/> Summer Camp <input type="checkbox"/> Non-residential child care <input type="checkbox"/>
Lunch <input type="checkbox"/>	
After School Snack <input type="checkbox"/>	Federal Employer ID #
Kindergarten Milk <input type="checkbox"/>	Type of policy statement needed: Pricing <input type="checkbox"/> Non-pricing <input type="checkbox"/>
Non-school Special Milk <input type="checkbox"/>	Operation Type: Self-Op <input type="checkbox"/> Management Company <input type="checkbox"/> Vended <input type="checkbox"/>
Materials to Be Submitted	Date Sent
Information Sheet <input type="checkbox"/>	
Agreement <input type="checkbox"/>	
Policy Statement <input type="checkbox"/>	
Password Request Form <input type="checkbox"/>	
IRS 501(c) 3 Letter <input type="checkbox"/>	
Name of Site(s) where the program will be operated:	

Definitions:

A School Food Authority (SFA) is the organization that operates the Child Nutrition Programs in one or more sites.

An LEA # is the local education agency number assigned by the Department of Education.

An RCCI is a residential child care institution.

The IRS 501(c) 3 Letter is the official letter from the federal Internal Revenue Service that certifies that an organization

State of Vermont, Department of Education
120 State Street
Montpelier, VT 05620-2501

AGREEMENT

NATIONAL SCHOOL LUNCH PROGRAM SCHOOL BREAKFAST PROGRAM SPECIAL MILK PROGRAM CHILD AND ADULT CARE FOOD PROGRAM AFTER SCHOOL CARE SNACK PROGRAM

Name of School, School District or Institution: _____

Mailing Address: _____

This Agreement is entered into between The State of Vermont, Department of Education (hereafter referred to as the Department) and the school, school district or institution whose name and address appear above (hereafter referred to as the School Food Authority) in order to effectuate the purposes of the National School Lunch Act, as amended (42 U.S.C. §1751 et seq.) and the Child Nutrition Act, as amended (42 U.S.C. §1771 et seq.) through one or more of the following programs: the National School Lunch Program, the School Breakfast Program, and the Special Milk Program (hereafter referred to as the Program(s)). This Agreement may be amended by the Department to include current legislation, federal regulatory changes or Department policy changes. In consideration of the receipt of any funds or services pursuant to this Agreement, the School Food Authority waives any and all legal rights to challenge the validity of the preceding sentence. All federal and state laws and rules which condition the School Food Authority's receipt and/or expenditure of funds provided for herein, as the same may now or hereafter be amended, shall be deemed incorporated into this agreement.

1. The School Food Authority agrees to administer and be responsible for the operation of the following Program(s): *(check all that apply)*

	✓		✓		✓
National School Lunch Program		School Breakfast Program		Special Milk Program	
After School Care Snack Program		Child and Adult Care Food Program		Kindergarten Milk Program	

2. The Department agrees to:

a. Reimburse the School Food Authority, in such amounts as are authorized by federal regulations in connection with providing milk, breakfasts, lunches and/or snacks to those persons eligible in accordance with 7 C.F.R. Parts 210, 215, 220, 226, and 245. The Department's reimbursements to the School Food Authority are conditioned upon receipt of federal funding for

the purposes described above, and the continuing eligibility of the School Food Authority for the federal funds;

b. Notify the School Food Authority of any changes in the Program(s') requirements and assigned rates of reimbursement;

c. Provide, where applicable, consultative and technical assistance.

3. The School Food Authority agrees to:

a. Meet all applicable responsibilities and requirements set forth in 7 C.F.R. Parts 210, 215, 220, 226, 245, and 3015, as well as OMB Circular No. A-102, Attachment O;

b. Operate a non-profit food service program and use income from the Program(s) only for purposes of the Program(s);

c. Limit the operating balance of the Program(s) to no more than three months' operating costs, and adhere to all Department and federal requirements to account for all revenues and expenditures of the non-profit food service;

d. Serve meals and/or milk which meet the minimum nutritional requirements specified by federal regulations and which served during the times of each school day specified in such regulations;

e. Provide meals free or at reduced price and/or milk free to all children who are eligible pursuant to 7CFR Part 245;

f. Use USDA eligibility guidelines to determine student eligibility for free or reduced price meals and/or free milk. Additionally, the School Food Authority shall furnish a written statement of policy to the Department to be followed in making a determination of the recipients of free or reduced price meals or free milk. Upon the Department's approval of such policy, the School Food Authority shall publicly announce the policy in the manner required by 7 CFR Part 245;

g. Price each type of meal as a unit or operate a program that does not charge for meals. If meals are offered at different prices, make all meals at all price levels available to students who receive free or reduced price meals. Competitive foods may, in the discretion of the School Food Authority, be sold in accordance with 7 CFR §210.11, but only if all income from the sale of such foods accrues to the benefit of the nonprofit school food service, the school, or student organizations approved by the school.

h. Make no discrimination against any child for any reason, including his or her eligibility to receive free or reduced price meals. Further, the School Food Authority hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Title IX of the Educational Amendments of 1972(20 U.S.C. 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C) 794), The Age Discrimination Act of 1975(42 U.S.C. 6101 et seq.): all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR 50.3 and 42; and FNS directives and guidelines to the effect that no person shall, on the grounds of race, color, national origin, sex age or handicap, be excluded from participation in, be denied benefits of, or otherwise be subject

to discrimination under any program or activity for which the SFA receives federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

By accepting this assurance, the SFA agrees to compile data, maintain records, and submit reports, as required, to permit effective enforcement of the nondiscrimination laws and permit authorized USDA personnel during normal working hours to review such records, books and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, Food and Nutrition Service, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the SFA and its successors, transferees, and assignees, as long as they receive assistance or retain possession of any assistance of the Department. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the applicant SFA.

i. Ensure that the system for approving applications for free and reduced price meals and for collecting money and counting meals does not overtly identify students' eligibility category.

j. Claim reimbursement only for meals served to children meeting federal eligibility requirements. Further, the School Food Authority shall submit claims for reimbursement in accordance with 7 C.F.R. §210.8, including the establishment of a claims review process as required therein. The School Food Authority official signing a claim shall be responsible for reviewing and analyzing meal counts to ensure accuracy. Failure to submit accurate claims will result in the recovery of any overclaim and may result in a withholding of payments. If failure to submit accurate claims reflects embezzlement, willful misapplication of funds, theft, or fraudulent activity, the penalties specified in 7 CFR §210.26 will apply along with other possible penalties.

k. Submit claims for reimbursement in accordance with procedures set up by the Department, and no later than the sixtieth (60th) day after the last day of the claim month. Failure to adhere to these requirements may, at the Department's discretion, result in the withholding of payments.

l. Maintain proper sanitation and health standards and all necessary facilities for storage, preparing and serving food;

m. Accept and use federally donated foods in as large quantities as can efficiently be utilized;

n. Maintain full and accurate records of the Program(s) and take all steps necessary to comply with the Department's requirements and federal regulations regarding financial management (including 7 C.F.R. §210.14 and Part 3015 as applicable). Additionally, the School Food Authority shall maintain files of approved and denied applications for free and reduced price meals, as well as files of withdrawn applications. The School Food Authority will make all records pertaining to the non-profit food service available, upon request, to the Department and/or to the United States Department of Agriculture for audit or review. Such records will be retained by the School Food Authority for a period of three years after the date of the final Claim for Reimbursement for the fiscal year to which they pertain, except that if audit findings have not been resolved, the records shall be retained beyond the three year period as long as required for resolution of the issues raised by the audit.

o. With regard to School Food Authorities with more than one school, perform at least one on-site review of the meal counting and reporting or claiming practices of each school under its jurisdiction no later than February 1 of each school year. As part of such review, the School Food Authority shall complete an on-site review form which is available from the Department. If an on-site review discloses problems with the counting and reporting or claiming practices in a school, the School Food Authority shall immediately implement corrective action and shall conduct an additional on-site review within 30 calendar days thereafter to verify that the corrective action was successful. All written documentation of on-site reviews and corrective actions will be maintained on file as part of the records of the program.

p. Determine the number of free, reduced price, and paid meals and half-pints of milk served daily by means of an actual meal count at the point of service. The term "point of service" means that point in the food service operation where a determination can accurately be made that a reimbursable, free, reduced-price or paid lunch or half-pint of milk has been served to an eligible child.

q. Submit all reports required by the Department and by federal regulation.

r. No later than December 31 of each school year, provide the Department with a report of the number of students in each of the schools in the School Food Authority approved for free and reduced price meals as of the last operating day of the preceding October.

4. In the event that the School Food Authority contracts, or intends to contract, with a food service management company or any other business organization or individual for the operation and/or management of the Program(s) (hereafter referred to as a program contractor), the School Food Authority will not be eligible for reimbursement unless:

a. The contract is reached in accordance with federal procurement requirements and 16 V.S.A. §559, and Department regulations;

b. The School Food Authority submits to the Department, and secures the Department's approval of, any invitations for bid, requests for proposal or any similar document prior to the public distribution and/or publication of such document;

c. The School Food Authority submits any proposed contract with a program contractor to the Department at least 30 days before the intended effective date of such contract, and secures the Department's approval of such contract before it is signed or otherwise agreed to by the School Food Authority;

d. The School Food Authority prepares any and all invitations for bid, requests for proposal, contracts and any other documents related to the procurement of a program contractor; a current or prospective program contractor shall not prepare such documents;

e. With regard to cost-reimbursable contracts, the School Food Authority shall monitor the program contractor's cost records no less often than monthly; and,

f. The School Food Authority monitors the food service operation through periodic on-site visits during the operating hours of such program contractor; the first such on-site visit shall occur no later than October 15 of each school year.

5.

a. The term of this Agreement shall be for one year; however, the Department and the School Food Authority may extend this Agreement yearly by amendment/renewal.

b. The Department, in its discretion, may take corrective action immediately upon receipt of evidence that the terms hereof are not being complied with by the School Food Authority.

c. Notwithstanding any other provision of this Agreement, the Department does not waive and shall possess the right to recover all funds and value of donated foods disbursed to the School Food Authority for which the School Food Authority was not eligible or which were expended in violation of federal or state laws or rules, as now or hereafter amended.

**For State of Vermont,
Department of Education:**

*Signature*_____

*Title*_____ *Date* _____

For School Food Authority:

*Signature*_____

*Title*_____ *Date* _____

For State Agency Use Only:

This Agreement shall be effective from _____ forward.

revised 12/01

<p>POLICY STATEMENT FOR FREE AND REDUCED PRICE SCHOOL MEALS</p>

The _____ School Food Authority has entered into an agreement to participate in the National School Lunch program and/or the School Breakfast Program and accepts responsibility for providing free and reduced price meals to eligible children in the schools under its jurisdiction.

The School Food Authority assures that Department of Education that the following policy with respect to determining the eligibility of children for free and reduced price school meals will be uniformly implemented in all National School Lunch Programs and School Breakfast Programs under its jurisdiction.

In fulfilling its responsibilities, the School Food Authority agrees:

- A. Free Meals - To serve meals free to children from families whose income is at or below the income level or to children from Food Stamp Households or from AFDC assistance units that provide a case number on the application.
- B. Reduced Price Meals - To serve lunch at the reduced price of \$.40 and breakfast at a reduced price of \$.30 or less to children from families approved by the School Food Authority whose income is at or falls in the range of the income level.
- C. Notice to Parents - To send at the beginning of each school, and whenever there is a change in eligibility criteria, to the parent or guardian of each child a letter as provided by the Department of Education each year, including a form on which to make application for free or reduced price meals.
- D. Applications - To use the Application for Free or Reduced price School Meals as provided by the Department of Education each year.

To name an Approving Officer responsible for determining eligibility of students for receiving free or reduced price meals according to the federal eligibility criteria. To name a Hearing Official to whom parents can appeal the decision of the Approving Officer.

To request parents to complete the application and return it to the Approving Official for review. To maintain the applications and documentation of action taken for three years after the end of the school year for which they pertain.

To accept applications at any time during the school year and to supply applications to parents enrolling a child in the school for the first time.

To transfer and honor eligibility of a child who transfers from one school to another under the jurisdiction of this Policy.

To provide all children from the same family with the same benefits.

To notify parents or guardians individually in writing within ten working days of the receipt of their application and to serve meals immediately upon the establishment of eligibility.

To inform parents in writing of the reason(s) for rejection of their application and advise them how to contact the Hearing Official.

- F. Non-Discrimination - That there will be no physical segregation of, or any other discrimination against, any child because of the inability to pay the full price of the meal. The names of children eligible to receive free or reduced price meals shall not be published, posted, or announced in any manner and there shall be no overt identification of any such children by the use of tokens or tickets, or by any other means. Further assurance is given that children eligible for free or reduced price meals shall not be required to:

1. Work for their meals
2. Use a separate lunch room
3. Go Through a separate serving line
4. Enter the lunchroom through a separate entrance
5. Eat meals at a different time
6. Eat a different meal from the meal sold to children paying the full price of such a meal

That in the operation of the school meals program no child shall be discriminated against because of race, color, sex, age, national origin, or physical or mental handicap.

- G. Anonymity and Accountability - To establish a procedure to collect money from children who pay for their meals and to account for the number of free, reduced price and full price meals served. The procedures described in Attachment 4 will be used in order that no other child in the school or anyone who does not need to know for program purposes will consciously be made aware, by such procedure, of the identity of the children receiving free or reduced meals.
- H. Verification - To verify income in accordance with program regulations and maintain records of the verification effort each year. To designate a Verification Official who will complete the verification activities.
- I. Hearing Procedure - To establish and use a fair hearing procedure in cases of appeal by parents of the school's decision on applications and in cases where the school official challenges the correctness of information contained in an application or of the continued eligibility of any child for free or reduced price meals. During the, hearing, and disposition of the case, the child will receive free or reduced meals. That in initiating the hearing procedure, the parent or local school official may request a conference to provide an opportunity for the parent to discuss the situation, present information, and obtain an explanation of data submitted in the application and decisions rendered. Such a conference shall not in any way prejudice or diminish the right to a fair hearing.
- That the hearing procedure shall provide the steps outlined in the Program regulations.
- J. Public Release - To notify any major employers contemplating large layoffs in the area of the eligibility criteria for free and reduced price school meals.
- K. Amendments to Policies - To submit to the Department of Education any alterations or amendments to the policy.

- L. Records - To maintain a file of the following records for three years after the end of the fiscal year to which they pertain.
1. All applications returned and documentation of action taken
 2. Record of all appeals, and challenges, and their disposition.

M. Attachments:

The following attachments are adopted with and considered part of this policy:

Attachment 1 - Notice To Vermont Parents/Guardians

Attachment 2 - Application for Free and Reduced School Meals

Attachment 3 - Notification of Eligibility Determination

Attachment 4 - Money Collection and Point-of-Service Count Procedures

FILED BY:

APPROVED BY:

<hr/> <p>School Food Authority Representative</p> <hr/> <p>Title</p> <hr/> <p>Date</p>	<hr/> <p>Child Nutrition Programs State Director</p> <hr/> <p>Date</p>
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ATTACHMENT 4

Collection and Meal Count Procedures

Choose one of the collections and one of the point-of-service count methods described on the following page for each of the schools covered by this Policy. If your school or schools are not using any of the methods listed, please the describe methods used, in detail, in the space provided in Section II.

Section I

School Name	Collection Method	Point-of-Service Count
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Section II

COLLECTION PROCEDURES

POINT-OF-SERVICE COUNT SYSTEM

Ticket-Based Systems	
1. Students buy coded tickets or receive free tickets. All categories are available at the same times and places. No announcement of category is made. Sufficient time and/or locations are available to prevent groups of children in line openly viewing the exchange process. Efforts are made to encourage purchase of tickets by students paying full price.	<p>A. Coded tickets are surrendered when the meal is received. Students must have a ticket to receive a meal.</p> <p>B. Long term (weekly) tickets are punched or marked and a tally sheet is used to keep a count of the number of meals by category.</p>
2. Students bring money for meals in an envelope marked with their name. Students eligible for free meals also turn in an envelope. Tickets are distributed in no special order to students in the envelopes.	C. Those who have pre-paid and received a ticket surrender the ticket when they receive a meal. Those with cash pay when they receive a meal, and cash meal counts are kept on a tally sheet or programmed cash register. Pre-pay option is adequately publicized and is convenient. Enough paying students use the option so children using the tickets in the service line are not easily distinguished as free or reduced eligible.
	D. Children turn in a coded identification card/long-term ticket when they receive a meal. The cards are used to determine count by category.
Roster-Based Systems	
3. Students bring money for lunch and a roster or accounting form is marked to indicate the number of meals that have been pre-paid. Sufficient time and/or locations are available to prevent groups of children in line openly viewing the exchange process. Students eligible for free meals are marked as having paid.	E. Children are individually marked off on a check list or an accounting roster as they receive their meal. The checklist is coded so that meal categories can be determined, but are not overt. The checklist may be the same form on which student payments have been entered.
4. Students bring money for meals in an envelope marked with their name. Students eligible for free meals also turn in an envelope. The money is recorded on a roster or accounting form.	F. Children turn in an identification card when they receive a meal. The cards are used to determine a count by category and are sorted by classroom and returned to children for the next day=s meal or are available in the cafeteria.
5. All students either pay cash or charge meals at the time they receive them. Full paying or reduced price eligible students are billed accordingly each month. Free students receive no bills.	
6. Student brings money for meals either to pay in the line or to deposit in their computer account. Student accounts are debited as they receive their meal by the computer system. Free eligible student have accounts without cash balances.	